

Hanh Nguyen  
2131 E. Camero Ave.  
Las Vegas, NV. 89123  
702-752-8382

Plaintiff: in pro se

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Plaintiff,

Name: Hanh Nguyen

vs.

Name: Washington Mutual, Bank

N.A; JP Morgan Chase Bank, N.A

California Reconveyance

Company; ; AND DOES,

individuals 1 to 100,

Inclusive; and ROES.

Corporations 1 to 30,

Inclusive;

Defendants

Case No. **2:11-cv-01799-LRH -RJJ**

Dept. No.

**FIRST AMENDED COMPLAINT**

1. Unfair Lending Practices-NRS 598 (D)
2. Deceptive Trade Practices
3. Wrongful Foreclosure
4. Conspiracy to Commit Fraud and Conversion
5. Inspection And Accounting
6. Negligent Infliction of Emotional Distress
7. Quiet Title
8. Breach of Good Faith and Fair Dealing
9. Unjust Enrichment
10. Injunctive Relief
11. Declaratory Relief
12. Rescission

**COMPLAINT**

COMES NOW Hanh Nguyen, Plaintiff *In Proper Person*, and individual, and hereby submit her Complaint against the Defendants; Washington Mutual, Bank N.A; JP Morgan Chase Bank, N.A; California Reconveyance Company;; AND DOES, individuals 1 to 100, Inclusive; and ROES. Corporations 1 to 30, Inclusive;

**JURESDICTION AND PARTIES**

1. Plaintiff is a resident and at all times material herein, has been and continues to be a resident of the County of Clark, State of Nevada.
2. Upon information and belief the Defendants, Washington Mutual, Bank N.A; JP Morgan Chase Bank, N.A; California Reconveyance Company; *AND DOES, individuals 1 to 100, Inclusive, and ROES, Corporations 1 to 30, Inclusive;* and all other persons and entities unknown claiming any right, title, estate lien, or interest in the real property described in the Complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto. (hereinafter referred to as "Defendants") are mortgage bankers, loan servicers, and mortgage related service providers regularly and continuously conducting business in the State of Nevada at all times relevant hereto.
3. The true names and capacities of Defendants named herein and DOES Individuals 1 to 100, inclusive, and ROES Corporations 1 to 30, inclusive, whether individuals, corporations, or other entities are unknown to Plaintiff at the present time; however it is alleged upon information and belief, that these Defendants were involved in the initiation, approval, support, or execution of the wrongful acts upon which this litigation is premised, or of similar actions directed against the Plaintiff about which she is presently aware. As the specific identity of these parties are revealed through the course of discovery, the Plaintiff will ask leave of the Court to amend the Complaint so that

1 the DOES and/or ROES appellations will be replaced to  
2 identify these parties by their true names and capacities.

3 4. This court has jurisdiction over the parties and the  
4 subject matter herein, as the subject property in this  
5 action and conduct of the parties is located in the State  
6 of Nevada.

7 5. Jurisdiction is founded upon NRS 80.015, 80.210 et seq., as  
8 this matter presents issues of State law, and this Court  
9 has jurisdiction over the subject matter of this action  
10 pursuant to Article 6, of the Nevada Constitution including  
11 but no limited to, the Revised Nevada Statues.

12 6. This court also has jurisdiction based on "accidence of  
13 residence" as defendants are domestic corporations  
14 conducting business at all times relevant hereto within the  
15 State of Nevada and licensed to a business in Nevada under  
16 Nevada law. Furthermore Plaintiff is a resident of the  
17 State Of Nevada; Upon information and belief, all  
18 Defendants as herein named, including but not limited to;  
19 *AND DOES, individuals 1 to 100, Inclusive, and ROES,*  
20 *Corporations 1 to 30, Inclusive;* while foreign or domestic.

21 7. This court also has pendant jurisdiction over Plaintiff's  
22 state law claims pursuant to NRS 13.010(1).

23 8. Venue is proper as the acts complained of occurred, in  
24 substantial part, in the State of Nevada, the owner of the  
25 subject property reside in the State of Nevada and at all  
26 times relevant hereto, the Defendants were doing business  
27 in Nevada.

28 9. Plaintiff is a resident of Clark County Nevada.

1 10. At all times material and relevant hereto, Plaintiffs  
2 maintained primary residence in Clark County Nevada with  
3 the legal description of:

4 SPENCER RIDGE-UNIT 1 PLAT BOOK 63 PAGE 37 LOT 39 BLOCK

5 1/ SEC 14 TWP 22 RNG 61;

6 APN# 177-14-611-039

7 Plaintiff's primary residence as described above is  
8 commonly referred to and located at:

9 2131 E. Camero Ave. Las Vegas, NV 89123

10 11. Upon information and belief, all Defendant parties  
11 herein are registered to do business in the State of  
12 Nevada.

13 12. Upon information and belief, Defendant parties as  
14 named herein continue to conduct their business as  
15 described herein or are operating in a derivative capacity  
16 to further the agenda thereof, all to the detriment to  
17 Plaintiff so as to unlawfully seize the subject home  
18 without due process and are statutorily defective in doing  
19 so pursuant to NRS 170.080 et. seq. as State of Nevada  
20 applies.

21  
22 **GENERAL ALLEGATIONS**

23 1. Plaintiffs' general allegations are incorporated throughout  
24 the entire complaint.

25 2. That on or about SEPT 18, 2007, Plaintiff secured a loan by  
26 virtue of a First Deed and Note for the purpose of  
27 purchasing Plaintiff's residence located at: 2131 E. CAMERO  
28

1 AVE. LAS VEGAS, NV. 89123 (hereinafter referred to as  
2 "Residence").

- 3 3. In Nevada home purchases are typically financed by  
4 mortgages or loans secured by a deed of trust and note  
5 which, when executed on behalf of the same entity and by  
6 the same entity as a "note and deed of trust", entitle the  
7 holder of the note and deed of trust to foreclose on the  
8 property of the borrower if the borrower is in default  
9 without legal recourse.
- 10 4. Defendants herein, entered into mortgages with deeds of  
11 trust and notes that were separated after the execution of  
12 the mortgages, the note was sold to an investor who  
13 literally and actually provided the funds for funding the  
14 loan given to the borrower. Prior to or immediately after  
15 the contract was signed by the borrower, the note was  
16 funded by a party other than the originator or servicer of  
17 the loan. The money is in fact, not the property of the  
18 bank, for it was created out of nothing.
- 19 5. Furthermore this complaint is based on the premise that the  
20 mortgage contract required both parties to provide a  
21 legitimate consideration for the exchange. State laws allow  
22 banks to lend money- not credit. It is well settled that  
23 the Defendants have not the power to lend its credit to  
24 another by becoming a surety, endorser, or guarantor.  
25 "Farmers and Miners bank v. Blue Nation Bank. 11f2d 83, 271  
26 u.s. 669.
- 27 6. The Defendants did pool, package, and converted the  
28 documents into liquid securities passing the property from

1 bank to bank under the disguise shell of the Defendants  
2 special purpose entity or (SPE). Thereafter dismissing the  
3 usual procedures of Beneficial Corporate Assignment  
4 recording with public constructive notice.

5 7. Securitizing the mortgages is the call to action from the  
6 Defendants to remove the instruments from the banks  
7 financial ledger. Due to the fact that the Defendants never  
8 actually maintained, controlled or preserved their  
9 beneficial interests with lawful conduct and disclosure, it  
10 is by information and belief the Defendants Special Purpose  
11 Entity (SPE) dissolved the validity of the Plaintiff's  
12 mortgage through the course of the (SPE) operations.

13 8. In order to profit as much possible the Defendants  
14 purposefully neglected the normal and lawful county  
15 recording operation procedures to account for all  
16 interested parties who hold title to the mortgage. The  
17 Defendants violated Clark County mandates that affirm who  
18 holds beneficial interest to the deed of trust. Instead the  
19 Defendants privatized the documents into a digital system  
20 where the Defendants traded the instruments, with premiums,  
21 between each other with "excel spreadsheets" rather than  
22 lawfully endorsing the notes, as required by their own  
23 contracts and state law. The Defendants dismissed the  
24 regulations for preserving their interests and created a  
25 new secondary market for mortgage backed securities.

26 9. Due to the lack of legal standing the Defendants have  
27 engaged in the retention "foreclosure mill law firms" who's  
28 role is to provide the necessary documentation via forgery

1 or otherwise to purport the Defendants legal right to  
2 foreclose.

3 10. Special Purpose Entity (SPE) or Loan Servicers or  
4 "Fraud Factories" do not make money through routine  
5 servicing because it's a break even business. Special  
6 Purpose Entity (SPE) make their money through foreclosure  
7 processing, fees and final retail housing sales. The  
8 Defendants have combined the incentive to foreclose with  
9 systemized fraud at the detriment and demise of the  
10 Plaintiff.

11 11. The foreclosure in process was initiated against the  
12 Plaintiff by parties with no standing to commence or  
13 maintain any foreclosure proceedings and who were strangers  
14 to the purported loan transactions and which were and are  
15 unknown to the Plaintiff and, moreover, did not fund the  
16 loan of the Plaintiff and are not owed any funds to be  
17 repaid by the Plaintiff.

18 12. The foreclosure on the Plaintiff's home as complained  
19 herein were initiated by Defendants who had and have no  
20 lawful right to initiate, advance or maintain any  
21 foreclosure action against the Plaintiff or the subject  
22 residence.

23 13. ALL Defendants named herein, participated in a  
24 conspiracy to cause the Plaintiff to enter into instruments  
25 that would result in the foreclosure of her home, to  
26 initiate foreclosure on the Plaintiff's home without the  
27 right to do so; and the defendants have been unjustly  
28 enriched by the payments of the Plaintiff on the note and

1 further predatory practices to derive unjust compensation  
2 for the sale of the property and the unlawful trustee sale  
3 and conveyance of title on the subject property.

4 14. The Defendants have engaged in "robo signers" who  
5 names appear on thousands of legal Affidavits, which  
6 further illustrate forgery and overt omissions. At  
7 mediation the Plaintiff discovered that Defendant(s) had  
8 used unlawful "robo signer" to further perpetuate  
9 additional conspiracy by attempting to certify the validity  
10 of the foreclosure, borrower, and specific location of the  
11 subject residence.

12 15. That the Defendants, disclosure was and to this day  
13 not fully clarified and seemingly selectively processed so  
14 as to secure the real estate loan (hereafter referred to as  
15 "Loan") and as of today, true original and/or copy versions  
16 of Application, and Promissory Notes whereabouts are  
17 unknown and as Washington Mutual Bank N.A. is listed as  
18 beneficiary among other Defendant parties as names herein  
19 and soon to be discovered.

20 16. That the terms and conditions of the loan as it would  
21 progress through time was not fully explained to the  
22 Plaintiff. It is "but for" the overzealous predatory  
23 "*glittering generalities*" presented to the Plaintiff by and  
24 of the agents of the Defendants within the various  
25 protocols of the lending process, that this loan was  
26 neither proper nor suitable for her condition and station  
27 in life. The loan exceeded the reasonable expected value of  
28 the property now and in the foreseeable future. As to this



1 date, there is no evidence of valid appraisal to justify  
2 the loan much less the process.

3 17. That while the Plaintiff was lead to believe the  
4 representations made by the Defendants, it is only that  
5 this loan was an attempt to acquire and promote, mortgage  
6 broker premiums, alleged appraiser fees, lender service  
7 fees, and to pay a sub prime loan, all to the advantage of  
8 the Defendants and to the disadvantage of the Plaintiff.

9 18. That on or about the 18th day of September, 2007,  
10 Plaintiff entered into a Loan agreement with the  
11 Defendant's and agents thereof, whereby a Promissory Note  
12 and Deed of Trust were created to evidence Plaintiff's  
13 indebttness to Defendant parties and unknown ROES, all the  
14 while believing in good faith she was purchasing her "dream  
15 home", when in reality, as these proceedings will come to  
16 unveil, was a nightmare maze of predatory lending practices  
17 bestowed upon the Plaintiff in bad faith and in violation  
18 of State statues by the Defendant parties and in conspiracy  
19 to commit fraud.

20 19. That the Defendant(s), acted intentionally as the  
21 "mortgage broker" or "lender", "trustee", "servicer" and  
22 "securitizers" under the above-referenced Loan and also  
23 real estate brokers and agents to further sell the property  
24 unlawfully after the fact.

25 20. That the Defendants did not generate a true and  
26 correct copies of the Residential Loan documents, in  
27 connection with Loan, or if a true and correct copy 1003A  
28

1 and others was generated it has not been produced or a copy  
2 of it cannot be located.

3 21. That Defendants used fractional banking to engage in a  
4 propel deceptive practices within the loan industry and in  
5 violation of State laws and the Plaintiff's loan herein is  
6 no exception. That Defendant(s), in separately and/or in  
7 concert have attempted to abuse due process and mislead the  
8 courts as to exercise bad faith foreclosure proceedings and  
9 transfers of "Deeds Of Trust" all to severe detriment of  
10 the Plaintiff.

11 22. That the Plaintiff had no true understanding to re-  
12 finance or to arrive at good faith modification process of  
13 the loan "but for" being coerced and mislead by Defendants  
14 so as to an abuse of process in the non judicial  
15 foreclosure of the loan.

16 23. That the Plaintiff was not given any just right to  
17 exercise good faith negotiations "but for" the bad faith  
18 and underhanded dealing of the Defendants.

19 24. That the Plaintiff is the true and lawful owner of  
20 certain real property with legal description as described  
21 and incorporated by reference as it fully set forth herein.

22 25. That Plaintiff was unable to make payments to Loan due  
23 to high monthly payments and unfairly targeted for  
24 predatory terms.

25 26. That Plaintiff was harassed by Defendants and unknown  
26 parties to vacate the property.

27 27. The Defendants herein have wrongfully and unlawfully  
28 foreclosed on Plaintiff's home.

1 28. That the Defendant's action along with other soon to  
2 be discovered DOES and ROES, as alleged, through a  
3 concerted action and civil conspiracy, having intentionally  
4 created an unjust detriment of civil, and social  
5 disadvantages to the Plaintiff and damages intrinsic  
6 thereof as pled within this complaint.

7 29. That the Defendants, soon to be named and discovered  
8 DOES and ROES, also with predatory and less than  
9 transparent intents as, trustees, loan processors and  
10 service providers for the above-referenced loan  
11 transactions are also real estate brokers and agents.

12  
13  
14 **STATEMENT OF CAUSE**

15 This case arises because the Plaintiff is the victim of  
16 unlawful foreclosure because the Defendants threaten in the  
17 near future to foreclose and sell the home of the Plaintiff.

18 The foreclosure is based upon a deed of trust and note that  
19 are no longer held by the same entity or party and are based  
20 upon a deed of trust that was flawed at the date of  
21 origination of the loan. Further, the loans are the actions of  
22 each of the Defendants in violation of various state laws. The  
23 Defendants have moved to foreclose and are without lawful  
24 right to do so. Plaintiff seeks damages for the known unlawful  
25 foreclosure by Defendants on the fraudulent Deed of Trust.

26 The Plaintiff is at imminent risk of losing her home  
27 because one or more of the Defendants has served upon the  
28 notices of foreclosure or notices of default and election to

1 sell, and the Plaintiff hereby seeks emergency injunctive  
2 relief. The Plaintiff brings this action as the home is being  
3 fraudulently and unlawfully foreclosed upon by Defendants on  
4 invalid Deed of Trust, as the foreclosure having been  
5 commenced and advanced in furtherance of the conspiracy  
6 pursuant to which every Defendant herein, aided and abetted,  
7 and/or participated with, and/or conspired with the other  
8 named Defendants in the wrongful course of conduct, or  
9 otherwise, caused the damages and injuries claimed herein, and  
10 are responsible in some manner for the acts, occurrences and  
11 events alleged in this Complaint.

12  
13 **FIRST CAUSE OF ACTION**

14 **Unfair Lending Practices- Violations of NRS 598(D) - all named**  
15 **Defendants)**

16 30. Plaintiff re-alleges and incorporates by reference all  
17 preceding allegation of law and facts as it is fully set  
18 forth herein.

19 31. The Defendant is a lender as defined by NRS 598D.050;  
20 Plaintiffs are borrowers as defined by NRS 598D.020, the  
21 properties are homes defined by NRS 598.030; and the loans  
22 at issue are defined by NRS 598D.040.

23 32. The Defendants herein, continued to enforce mortgages  
24 secured by Plaintiff's home that included no evaluation of  
25 any commercially reasonable means or mechanism that would  
26 demonstrate the Plaintiff's capacity to repay, especially  
27 related to as qualified by the Defendants only on the basis  
28

1 of credit score and collateral market value or stated  
2 income that was not verified.

3 33. Pursuant to NRS 598D.II O. Plaintiff are entitle to  
4 this Court's order enjoining and/or canceling any  
5 foreclosure or trustee's sale of the property.

6 34. Defendants herein know or should have known that the  
7 loan made to Plaintiff herein was based on stated income  
8 with no verification to the Plaintiff to repay the loan  
9 when and how the loan was structured to all for thereof.

10 35. The Defendants know or should have known that the  
11 originators of the loan made promises to the Plaintiff that  
12 refinancing would be available when or if any monthly  
13 payments on Adjustable Rate Note increased.

14 36. Defendants actions as complained herein constitute  
15 unfair lending practices and violated the protections of  
16 the Plaintiff guaranteed under N.R.S. 598(D), and the  
17 Plaintiff was damaged as a result thereof as alleged  
18 herein.

19 37. That in the event it becomes necessary for the  
20 Plaintiff to retain the services of an attorney to  
21 prosecute this claim and, therefore, Plaintiff is entitled  
22 to reasonable attorney fees and costs of suit incurred  
23 herein.

24  
25 **SECOND CAUSE OF ACTION**

26 **(Deceptive Trade Practices - all named Defendants)**  
27  
28

1 38. Plaintiff re-alleges and incorporates by reference all  
2 preceding allegations of law and facts as it fully set  
3 forth herein.

4 39. The Defendant engaged in deceptive trade practices by  
5 knowingly making false representations to the Plaintiff in  
6 violation of NRS 598.091 5 and 598.0923

7 40. The actions of Defendants were intentional or taken  
8 with callous disregard of the damage that would result to  
9 the Plaintiff.

10 41. As such, Plaintiff is entitled to recover punitive  
11 damages in amount to be determined at trail.

12 42. That Plaintiff has suffered harm and is statutorily  
13 entitle to actual damages, and in the case of a pattern or  
14 practice of noncompliance, damages in excess of \$10,000.00.

15 43. That Defendants individually or collectively received  
16 kickbacks, unearned fees, or a thing of value of the real  
17 estate settlement, entitling Plaintiff to three (3) times  
18 the amount of the charge paid for such settlement service.

19 44. That in the event that it is necessary for Plaintiff  
20 to retain the services of an attorney to prosecute this  
21 action and, therefore, Plaintiff is entitled to a  
22 reasonable attorney fees and costs of suit incurred herein.

23  
24 **THIRD CAUSE OF ACTION**

25 **(Wrongful Foreclosure- all named Defendants)**  
26  
27  
28

1 45. Plaintiff re-alleges and incorporates by reference all  
2 proceeding allegations of law and facts as it is fully set  
3 forth herein.

4 46. Defendants foreclosure was statutorily defective  
5 pursuant to NRS 170.080

6 47. As result of Defendants action the Plaintiff will  
7 suffer in excess of \$10,000.00 and is entitled to recover  
8 the same.

9 48. That in the event it is necessary for the Plaintiff to  
10 retain the services of an attorney to further prosecute  
11 this action and, therefore, Plaintiff is entitled to  
12 reasonable attorney fees and costs of the suit incurred  
13 herein.

14  
15 **FOURTH CAUSE OF ACTION**

16 **(Conspiracy to Commit Fraud and Conversion- all named**  
17 **Defendants)**

18 49. Plaintiff re-alleges and incorporates by reference all  
19 preceding allegations of law and facts as it is fully set  
20 forth herein.

21 50. Defendants and lenders, Securitizers, and/or servicers  
22 participating in the system formed an association to  
23 conspire to deprive Plaintiff of her property through fraud  
24 and misrepresentation that would result in the Plaintiff  
25 entering into loan agreements for which she was ultimately  
26 not qualified and which would eventually result in  
27 Plaintiff's inability to make payments and stay in her  
28 home.

1 51. Upon information and belief, in furtherance if the  
2 conspiracy, Defendants intended that the Plaintiff's loan  
3 would be packaged with other loans and sold on the  
4 secondary market, resulting in a profit to the Defendants.

5 52. Defendants and each of them, knew prior to their  
6 origination of the loans or acceptance of the loans for  
7 servicing and subsequent transfer of the loans that  
8 Plaintiff was not qualified to make payments under the loan  
9 terms; however, Defendants' know or should have known that  
10 Plaintiff would rely, and did rely on Defendants  
11 representation, or the representations of Defendants  
12 agents, as alleged herein related to Plaintiff's ability to  
13 repay the loan or to refinance the loan in taking the loan  
14 and signing the documents.

15 53. As previously alleged, herein, Defendants violated NRS  
16 598.(D) as alleged herein in procuring Plaintiff's  
17 signature of the loan documents.

18 54. Defendants legal objective of packaging the loan made  
19 to the Plaintiff with other loans and selling the loan was  
20 accomplished by illegal means in procuring the loans  
21 because of the Defendants violation of NRS 598D as alleged  
22 herein.

23 55. Upon information and belief, Defendants knew that the  
24 loans would be subject to foreclosure as a result of  
25 Plaintiff's inability to make payments on the loan as  
26 payments escalated during the term of the loans and/or as a  
27 result of Plaintiff's inability to qualify to refinance the  
28 loan at a later date after the payments began to escalate



1 because of the changes to the interest rates and arbitrary  
2 increase of payments by the servicers of the loans, and  
3 thus the Defendants committed acts which constitute  
4 unlawful stripping.

5 56. Upon information and belief, the escalating payments  
6 and/or increases in the interest rate were not properly  
7 disclosed to Plaintiff.

8 57. Defendants intended that the Plaintiff would default  
9 on the loan and Defendants would be in a position of  
10 seizing the Plaintiff's home in foreclosure action  
11 unlawfully depriving Plaintiff of the subject home.

12 58. Defendants, each of them, in furtherance of the  
13 conspiracy and agreement alleged herein, acted in concerted  
14 manner to target the Plaintiff as a borrower, to  
15 misrepresent the loan terms and/or misrepresent Plaintiff's  
16 qualification for the loans, knowing that such action or  
17 actions would result in Defendant's ultimate possession of  
18 the home of the Plaintiff following foreclosure and are  
19 also party to benefit from unlawful foreclosure after the  
20 fact whether knowing or unknowing as to the loans  
21 origination and are herein names as vicariously liable to  
22 aid and abet such unlawful activity.

23 59. As a result of the Defendant's conspiracy described  
24 herein, the Plaintiff has suffered injuries which include  
25 mental anguish, emotional distress, embarrassment,  
26 humiliation, loss of reputation and decreased credit  
27 rating, as of which has, or will impair Plaintiff's ability  
28 to obtain credit at a more favorable rate than before the

1 decrease in credit rating, the anticipated loss of her home  
2 and other financial losses according to proof including the  
3 court costs and fees incurred in this matter.

4 60. Defendants conspiracy to unlawful deceive Plaintiff  
5 into taking out the subject loan when and how they did as  
6 alleged herein was willful, justifying award for punitive  
7 damages.

8 61. That Defendants are with *scienter* concerning such  
9 actions as alleged.

10 62. Upon Information and belief, the defendants herein,  
11 have conspired among themselves and other unknown parties  
12 to:

13 (a) Develop a system of earning profits from the  
14 origination and securitization of residential loans  
15 without regard for the rights of the Plaintiff and  
16 other similarly situated individuals, by engaging in  
17 predatory and deceptive residential lending practices  
18 as alleged herein;

19 (b) In furtherance of the fractional banking system  
20 the Defendant conspirators intentionally created,  
21 managed, operated and controlled for the specific  
22 purpose of being designated as a "sham" beneficiary in  
23 the original deed of trusts securing the Plaintiff's  
24 loan and other similarly situated individuals;

25 (c) Defendants intentionally created, managed,  
26 operated and controlled this system with the unlawful  
27 intent and for the lawful purpose of making it  
28 difficult or impossible for the Plaintiff and other

1 victims of such industry wide predatory policies and  
2 practices to identify and hold responsible the person  
3 or entities responsible for the unlawful actions of  
4 the Defendants as named herein.

5 63. Upon information and belief, the defendant  
6 conspirators, through the creation of this fractional  
7 banking system as alleged herein, adopted and implemented  
8 residential lending guidelines for use in Nevada and in  
9 other states which:

10 (a) were intended to, and did, generate unprecedented  
11 profits for the Defendant conspirators and their co-  
12 conspirators at the expense of the Plaintiff and other  
13 persons who were fraudulently induced by the Defendant  
14 conspirators and their co-conspirators, at the time  
15 the loans were originated and;

16 (b) Were likely to result in foreclosure of the loans  
17 and loss by the Plaintiff and other borrowers of their  
18 homes, with reckless disregard and intentional  
19 indifference by the Defendant conspirators and their  
20 co-conspirators of the likelihood of such foreclosure.

21 64. That removing real estate transaction records from  
22 public record maintained by county clerks prevents  
23 oversight of real estate transactions by the public and  
24 public officials.

25 65. Upon information and belief, the system was directly  
26 created for the unlawful hiding and insulating of brokers  
27 and originators of predatory toxic loans from  
28

1        accountability and liability such as the loan affecting the  
2        Plaintiff herein.

3        66.        Defendants herein acted as creators for the conspiracy  
4        to hide their unlawful activity of the co-conspirator  
5        agents and brokers and also acted and participated in  
6        action such as Lenders, Servicers and Securitizers within  
7        the conspiracy.

8        67.        Accordingly the Defendants actions constitute a  
9        violation of state lending laws that have directly affected  
10       the Plaintiff herein.

11       68.        The Defendants have, profited from their respective  
12       roles in originating the loans, selling them, and pooling  
13       their home loans together in large bundles which were sold  
14       and turned into financial derivative instruments.

15       69.        Defendants knowingly misrepresented material  
16       representation to the Plaintiff on application, and re-  
17       application under a misrepresented attempt to modify and  
18       negotiate to keep her home while other Defendants' parties  
19       were proceeding in foreclosure without proper due notice,  
20       and fair dealing, all a violation of Nevada statutes all  
21       "but for" the Defendants greed.

22       70.        The Plaintiff could not protect herself through the  
23       exercise of reasonable due diligence to mitigate her  
24       damages or take affirmative action to benefit herself.

25       71.        That in the event it is necessary for Plaintiff to  
26       retain the services of an attorney to further prosecute  
27       this action and, therefore, Plaintiff is entitled to  
28       reasonable attorney fees and costs of suit incurred herein.

**FIFTH CAUSE OF ACTION**

**(Inspection and Accounting)**

72. Plaintiff re-alleges and incorporates by reference all preceding allegation of law and facts as it is fully set forth herein.

73. Due to the unfair and deceptive nature of the Plaintiff's loan transaction *concerning the loan of the subject property and the origination thereof*, as the Defendants were paid excessive interest and fees for inflated loan amounts that were unjustified and thoroughly misrepresented by the terms and conditions as the time of the origination also throughout the service of the subject loan.

74. The Defendants are therefore in possession of money that belongs to the Plaintiff and has deprived the Plaintiff of its possession and enjoyment.

75. Plaintiff has various forms of communication with Defendant parties about the accounting and servicing of their loans.

76. Plaintiff also requested various information regarding various sale, transfer of funding sources, legal and beneficial ownership changes, charges, credits, debits, transactions, reversals, and payments.

77. Although plaintiff requested this information, Defendants have failed to disclose the same or provide presently accurate account information.

1 78. As a customer of Defendant parties, and as a direct  
2 party contract, the Plaintiff is entitled to disclosure for  
3 copy inspection and accounting on Plaintiff's account  
4 information.

5 79. As a direct and proximate result of the Defendant's  
6 misconduct, Plaintiff has sustained actual, special, and  
7 consequential damages in excess of \$10,000.00

8 80. That in the event it is necessary for Plaintiff to  
9 retain the services of an attorney to further prosecute  
10 this action and, therefore, Plaintiff is entitled to  
11 reasonable attorney fees and costs of suit incurred herein.

12  
13 **SIXTH CAUSE OF ACTION**

14 **(Negligent Infliction of Emotional Distress- all named**  
15 **Defendants)**

16 81. Plaintiff re-alleges and incorporates by reference all  
17 preceding allegations of law and facts as it is fully set  
18 forth herein.

19 82. That as a result of Defendants' unlawful and illegal  
20 actions, Plaintiff has suffered extreme personal, mental,  
21 emotional anguish.

22 83. That as a result of the Defendants' unlawful  
23 foreclosure process, Plaintiff has been denied the quiet  
24 enjoyment of the subject property.

25 84. That as a result of the Defendants' unlawful and  
26 illegal actions, Plaintiff has lost substantial amount of  
27 financial and emotional well-being.  
28

1 85. That as a result of Defendants' unlawful and illegal  
2 actions, Plaintiff has been damaged in an amount in excess  
3 of \$10,000.00 and is entitled to money damages, punitive  
4 damages, and other relief as the Court finds to be just and  
5 proper.

6 86. That in the event it is necessary for Plaintiff to  
7 retain the services of an attorney to further prosecute  
8 this action and, therefore, Plaintiff is entitled to  
9 reasonable attorney fees and costs of suit incurred herein.

10  
11 **SEVENTH CAUSE OF ACTION**

12 **(Quiet Title- all named Defendants)**

13 87. Plaintiff re-alleges and incorporates by reference all  
14 preceding allegation of law and facts as it is fully set  
15 forth herein.

16 88. That the Defendants herein have improperly and/or  
17 unlawfully recorded a Notice of Breach and Election to Sell  
18 and Foreclosure against the subject property and have began  
19 the foreclosure process pursuant to the above referenced  
20 Deed of Trust.

21 89. The actions of the Defendants in initiating the  
22 foreclosure by recording the Notice of Breach and Election  
23 to Sell constitute libel of title against the subject  
24 property. If Defendants foreclose under Nevada's power of  
25 sale foreclosure law, such foreclosure sale and/or transfer  
26 of title to Defendants' or any third party is unlawful,  
27 invalid and a void transaction. Defendants' have no power,  
28

1 authority, or right to foreclose or to sell subject  
2 property.

3 90. That the Plaintiff is entitled to an Order of the  
4 Nevada District Court, quieting title to Plaintiff and  
5 against the named Defendants or any third party acquiring  
6 title by invalid or void trustee's sale. That such order is  
7 legally justified under Nevada Statutes governing Quiet  
8 Title Actions and/or Declaratory Relief.

9 91. That in the event it is necessary for Plaintiff to  
10 retain the services of an attorney to further prosecute  
11 this action and, therefore, Plaintiff is entitled to  
12 reasonable attorney fees and costs of suit incurred herein.

13  
14  
15 **EIGHTH CAUSE OF ACTION**

16 **Breach of Good Faith and Fair Dealing- all named Defendants)**

17 92. Plaintiff re-alleges and incorporates by reference all  
18 preceding allegations of law and facts as it is fully set  
19 forth herein.

20 93. The Defendants had a duty to act in good faith and  
21 fair dealing concerning their obligations under the  
22 contract of the subject loan concerning the subject  
23 property and Plaintiff.

24 94. The duties included, but were not limited to,  
25 the duty to pay at least as much consideration to  
26 Plaintiffs' financial interests as to their own financial  
27 interests  
28



1 95. Defendant breached these obligations by, among other  
2 things:

- 3 a. Failing to and/or refusing to negotiate with  
4 Plaintiff in good faith.
- 5 b. Failing to properly identify whether borrowers  
6 meet the minimum eligibility requirements for a  
7 mortgage modification;
- 8 c. Failing to determine if the Plaintiff can  
9 qualify loan modification and failing to offer  
10 modifications,
- 11 d. Failing to notify borrowers in writing of their  
12 determinations regarding the eligibility for  
13 mortgage modifications and the reasons for those  
14 determinations with sufficient detail to enable  
15 the mortgagor to determine whether the decision  
16 is correct;
- 17 e. Initiating and continuing foreclosure action  
18 that had previously been commenced against  
19 borrowers who meet the minimum eligibility  
20 criteria;
- 21 f. Failing to temporarily suspend foreclosure  
22 actions while borrowers who are not entitled to  
23 mortgage modifications are considered for  
24 alternative prevention options;
- 25 g. Failing to provide loan documents when requested  
26 by Plaintiff

1 96. The Defendant benefited by their agents failing to  
2 disclose material terms of the loans and incidental  
3 services to the Plaintiff and other similarly situated, by  
4 inter alia failing to explain the fact that Plaintiff and  
5 others similarly situated were not qualified to enter into  
6 the loans on the terms stated and failed to advise  
7 Plaintiff of the fact that Defendants had no lawful right  
8 to foreclose upon the home of the Plaintiff.

9 97. The Defendants benefited by concealment of the true  
10 terms of the loan, and risky transactions, including but  
11 not limited to, negative amortization, prepayment penalty  
12 provisions, at the risk of default and foreclosure, from  
13 the Plaintiff.

14 98. Defendants misrepresented the Plaintiff's ability to  
15 qualify for the loan.

16 99. Defendants' knew or should have known that had the  
17 truth been disclosed, plaintiff would have not entered into  
18 the loan when and how she did.

19 100. That in the event it is necessary for Plaintiff to  
20 retain the services of an attorney to further prosecute  
21 this action and, therefore, Plaintiff is entitled to  
22 reasonable attorney fees and costs of suit incurred herein.

23  
24 **NINTH CAUSE OF ACTION**

25 **(Unjust Enrichment)**

26 101. Plaintiff re-alleges and incorporates by reference all  
27 preceding allegations of law and facts as it is fully set  
28 forth herein.

1 102. Plaintiff is informed and believes and thereon alleges  
2 that the Defendants in this case have received insurance  
3 reimbursement(s) under terms of an insurance policy to  
4 protect Defendants' in the event the buyer went into  
5 default on payment of the subject promissory note. Said  
6 payments would be paid when the note went into default as  
7 set forth above.

8 103. That as a result of the Defendants' collection on  
9 various investments and insurances concerning the  
10 promissory note on the subject property that there is in  
11 the very least an offset to their alleged losses on the  
12 subject notes. But the Defendants are now seeking to re-  
13 acquire the residence ostensibly for the purpose of selling  
14 the property at a substantial profit.

15 104. That as a result of payment to the Defendants under  
16 any insurance policy or secondary market investment upon  
17 the default in payments by the Plaintiff and the re-  
18 acquisition of the SUBJECT PROPERTY constitute a unjust  
19 enrichment to the Defendants because the Defendants have  
20 been fully or partially paid or compensated for any alleged  
21 losses.

22 105. Based on the forgoing, the Plaintiff seeks credits and  
23 a "realized" accounting thereof for payments made to the  
24 Defendants for the alleged default and secondary investment  
25 markets as only "true" damages or obligations under the  
26 Deed of Trust between the parties cannot be readily  
27 discernable until revealed. Thus Defendants moving when and  
28 how they have against the Plaintiff and their argument for

1 default and foreclosure proceedings is moot, without  
2 standing, baseless and predatory as it is schemed on  
3 erroneous information or fraud and should be regarded as  
4 such until proper discovery can allow a balanced overview  
5 and remedy for the parties concerned.

6 106. That in the event it is necessary for Plaintiff to  
7 retain the services of an attorney to further prosecute  
8 this action and, therefore, Plaintiff is entitled to  
9 reasonable attorney fees and costs of suit incurred herein.

10  
11 **TENTH CAUSE OF ACTION**

12 **(Injunctive Relief)**

13 107. Plaintiff re-alleges and incorporates by reference all  
14 preceding allegations of law and facts as it is fully set  
15 forth herein.

16 108. Plaintiff will likely succeed on the merits of her  
17 claims as set forth herein.

18 109. If the Defendant prevails in the sale and foreclosure  
19 of the subject property, Plaintiff will be irreparably  
20 harmed because the property is unique in nature and no  
21 adequate remedy at law exists to replace the property.

22 110. A temporarily restraining order, preliminary  
23 injunction, and/or permanent injunction is necessary to:

- 24 (a) Prevent the Defendant parties from foreclosing on  
25 the subject property; and;  
26 (b) To stay eviction proceedings and;  
27 (c) Compel the Defendant parties to functionally  
28 modify the terms of the loan on the subject property.

111. Plaintiff is entitled to judicial determination that the Defendant parties cannot sell, convey the property so as to enforce the *Deed of Trust under false pretenses* and that the defendants, its assignees and/or successor be declared to have no right to foreclose and/or to evict Plaintiff from the Subject property.

112. That any trustee sale is to be declared null, void, and improper.

113. That in the event it is necessary for Plaintiff to retain the services of an attorney to further prosecute this action and, therefore, Plaintiff is entitled to reasonable attorney fees and costs of suit incurred herein.

#### **ELEVENTH CAUSE OF ACTION**

##### **(Declaratory Relief)**

114. Plaintiff re-alleges and incorporates by reference all preceding allegations of law and facts as it is fully set forth herein.

115. A justiciable controversy exists between Plaintiff and Defendants' as to the loan provided to the Plaintiff by the Defendants'.

116. The specific controversy is the Defendants' violation of state compliance from the origination of the loan, through out the service of the subject loan, the statutorily defective and unlawful foreclosure and wrongful conveyance of title of the subject home, the harassment of the Plaintiff and predatory conduct of the Defendant parties herein after the fact and their egregious attempts

1 to profit from the detriment of the Plaintiff and  
2 Defendants' non compliance with state foreclosure avoidance  
3 procedures as pled herein.

4 117. Defendants' have committed and continue to commit  
5 unfair lending practices in violation of NRS 598D

6 118. Plaintiff has legally projectable interest in the  
7 controversy because they have an interest in the subject  
8 property they purchased with the unlawful mortgage.

9 119. The issue is ripe for judicial determination because,  
10 inter alia, it presents an existing controversy as to the  
11 Parties' rights and obligation under the loan agreements  
12 and contract at issue herein.

13 120. That in the event it is necessary for Plaintiff to  
14 retain the services of an attorney to further prosecute  
15 this action and, therefore, Plaintiff is entitled to  
16 reasonable attorney fees and costs of suit incurred herein.

17  
18 **TWELTH CAUSE OF ACTION**

19 **(Rescission)**

20 121. Plaintiff re-alleges and incorporates by reference all  
21 preceding allegations of law and facts as it is fully set  
22 forth herein.

23 122. Plaintiff is entitled to rescind the loan for all of  
24 the flowing reasons, each of which provide independent  
25 grounds for relief:

26 (a) Plaintiff alleged consent was obtained only  
27 though, Defendant parties by and of their representing  
28

1 agents Fraud and Breach of Fiduciary duties to the  
2 Plaintiff:

3 (b) Defendants' never disclosed the true note holder,  
4 but rather the loan was securitized and Plaintiff was  
5 not aware of this until inflicted by the foreclosure  
6 process- i.e. equitable tolling applies;

7 (c) Defendants' breached their contractual  
8 obligations to Plaintiff; and

9 (d) The public interest would be prejudiced by  
10 permitting the alleged contract to stand, as such  
11 action would reward an unscrupulous lender.

12 123. Plaintiff hereby demands restitution from the Defendant  
13 parties as named herein in an amount that will restore  
14 Plaintiff to a position she would have been in had the  
15 Defendant parties, each of them not engaged in the conduct  
16 herein alleged.

17  
18 **WHEREFORE**, Plaintiff pray for a Judgment jointly and severally  
19 as follows:

- 20 1. That a Recession Order be entered by this Court against the  
21 Defendants;
- 22 2. That Plaintiff be awarded consecutive damages in an amount  
23 in excess of \$10,000.00;
- 24 3. That by said Decree or Order, it be declared and adjudged  
25 that said Plaintiff is the owner of the subject property,  
26 in fee simple, and that Defendants', and each of them, have  
27 no estate or interest whatsoever, in or to the subject real  
28 property, land, and premises; and temporary restraining

1 order and Injunction prohibiting any foreclosure action or  
2 eviction;

3 4. That the Defendants' be compelled to a novation concerning  
4 the loan on the subject property to effective and  
5 beneficial terms for all parties concerned.

6 5. That Defendants', its assignees and or successors be  
7 declared to have no right to foreclose upon the subject  
8 property and/or engage in eviction proceedings against  
9 Plaintiff;

10 6. That the trustee sale, if any, in favor of Defendants  
11 and/or other third party, be declared null and void;

12 7. For award damages pursuant to NRS 598D

13 8. For award damages of conspiracy to violate Nevada law as  
14 pled;

15 9. For award for emotional distress

16 10. For applicable necessary attorney fees, paralegal fees  
17 and court costs of suit, with respect to the filing and  
18 prosecution of this lawsuit; and

19 11. For such other relief as the Court finds to just and  
20 proper.

21 Dated this 27<sup>th</sup> day of Dec., 2011  
22

23  
24 By: \_\_\_\_\_

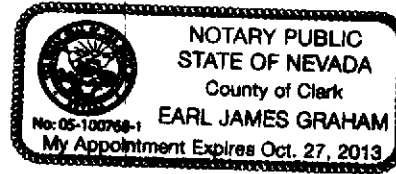
25 Hanh Nguyen  
26 2131 E. Camero Ave.  
27 Las Vegas NV.89123  
28



**ACKNOWLEDGEMENT**

Subscribed and sworn to before me this 27<sup>th</sup> day  
of December 2011.

Signed: Earl James Graham



NOTARY PUBLIC in and for the County of Clark, State of Nevada.

**CERTIFICATE OF SERVICE**

I hereby certify that the service of the forgoing document was personally provided to the following on the 27<sup>th</sup> day of December, 2011.

Via United States Mail to the following:

Jay Earl Smith, Esq.  
Katie M. Weber, Esq.  
SMITH LARSON & WIXOM  
Hill Center Business Park  
1935 Village Center Cir.  
Las Vegas, NV. 89134

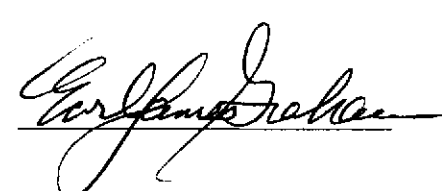
I declare under the penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

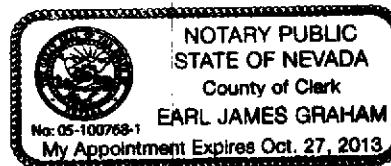
Dated: 12/27/11

  
Dis-interested third party

**ACKNOWLEDGEMENT**

Subscribed and sworn to before me this 27<sup>th</sup> day of December 2011.

Signed: 



NOTARY PUBLIC in and for the County of Clark, State of Nevada.